

pursuant to this Charter may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or water, other than to the extent provided in paragraph (1) hereof.

- 3) The Charterers warrant that the terms of this clause will be incorporated effectively into any Bill of Lading issued pursuant to the Charter.

Clause 84 PREPARATION FOR LOADING/DISCHARGING:

The Vessel's Officers and Crew shall perform shaping up of the Vessel's hatches, cranes and gangway prior to and upon arrival at a port provided weather permits and being allowed by shore regulations and Port Authority, in order to commence loading and/or discharging operation as soon as possible.

Clause 85 OWNERS' AGENT:

The Owners shall appoint Owner's agents to attend all Owners' matters such as delivery, redelivery, General Average, dry-docking, hospitalization, repatriation of the Crew, repair, supply of the Vessel's stores and provisions, etc.

If the Owners are unable to arrange their agents and subject to the Charterers' consent which shall not be unreasonably withheld, the Owners shall appoint the Charterers' agents as the Owners' agents for attending minor matters, paying actual expenses and agency fees according to the Charterers' tariff.

Clause 86 ELIGIBILITY FOR BUNKERING:

The Owners guarantee that the Vessel is eligible for bunkers in the United States of America and its possessive territories.

The Owners also guarantee that the Vessel is eligible for bunkers in any other country.

Clause 87 ADDITIONAL EQUIPMENTS, FITTING FOR CONTAINER:

The Vessel to completely fit for receipt, loading, securing, custody, carriage, discharge and delivery of any standard type of container in every way, and at the time of her delivery the Owners to fix and furnish all fittings, equipments and any other things whatsoever may be necessary to receive, load, secure, have custody of, carry, discharge and deliver such container to full extent of the Vessel's safe capacity so as to satisfy the Charterers' orders and directions. The Owners to maintain above fittings, equipments and any other things as above in good order and condition during this Charter and, in the event that a part and/or all of such fittings, equipments and any other things to be lost/damaged during this Charter, the Owners to replace/repair them so as not to cause any inconvenience to the Vessel's service for the Charterers.

Car lashing material/equipment is to be supplied by Charterers and shall be Charterers property. Owners shall provide 2 each of semi-automatic 20feet/40feet containers spreaders (with lifting wires) with a SWL of 25/36 Mt (for 20feet/40feet). Weight of each spreader and wire shall not exceed about 1.6/3.8 Mt (for 20feet/40feet), which cost to be equally shared by Charterers and Owners.

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The Charterers shall have the liberty to fit/weld any additional equipments, fittings and whatsoever for receipt, loading, securing, custody, carriage, discharge and delivery of cargo at the Charterers' time and expense subject prior consent of the Owners and Master which shall not be unreasonably withheld.

And the Charterers shall be at liberty to remove such equipment and fitting at their expense and time prior to redelivery.

In any event, the Vessel is to order, on receipt of approval of the Charterers which not to be unreasonably withheld, for supply of lashing materials for replacing those having been lost/damaged for account of the Charterers. On redelivery of the Vessel, equivalent quality/quantity of lashing materials to be on board wear and tear excepted.

Clause 88 SUPERFICIAL INSPECTION:

The Charterers shall have the option of holding a superficial inspection with prior notice given to the Owners and Master prior to delivery and also at any time of this Charter. The Owners and Master shall give every facility and assistance.

Clause 89 CO2 FACILITY/VENTILATION/HOLD AND CARDECKS:

- The Vessel shall be fitted with CO2 fire extinguisher and always comply with current regulations and requirements of all ports of call and/or countries and IMO regulations for carrying live motor vehicles with gasoline in tanks.
- The Vessel shall be electrically ventilated and ventilation for the carriage of cars shall be fully comply with all regulations in force at all ports of call and/or countries.
- The Vessel's holds and car decks shall be maintained in a good condition suitable for carrying cars to the Charterers' and/or surveyors' satisfaction throughout this Charter.

Clause 90:

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Clause 91 ARAB BLACKLIST:

The Owners guarantee that at the time of fixing this Charter Party, no vessels owned/managed or controlled by them is blacklisted by Arab countries.

Clause 92 BOYCOTT:

Should the Vessel be boycotted, picketed, blacklisted or similar incident at any port or place by shore





and/or port labours and/or tug-boats, and/or pilots, or by government and/or any authority, by reason of the Vessel's flag/registry/manning or Ownership or terms and conditions on which members of the Officers/Crew are employed, or by reason of trading of this vessel or other vessel under the same ownership, management, operation or control, or by the reason of the Vessel's construction and/or her cargo gear and/or her fitting and/or her other equipment, all consequences and any extra expenses incurred therefrom to be for the Owners' account and the Charterers are entitled to place the Vessel off hire for any time lost by such reasons.

Clause 93 HATCH PROOF TEST:

The Charterers have the privilege of ordering Hatch Waterproof Test (Hose Test or Chalk Test) with prior notice given to the Master prior to or after the delivery of the Vessel and from time to time during this Charter. Costs of Survey to be for the Charterers' account but the Master to give every facilities to the Charterers and their surveyor to carry out such test.

Clause 94 COMPENSATION FOR BUNKERS CONSUMED FOR DOMESTIC PURPOSES:

The Charterers shall have the liberty to deduct from hire lumpsum compensation US\$350 per month covering galley fuel used for cooking, condensing water for domestic purpose.

Clause 95 GANGWAY WATCHMAN:

Watchmen for gangway during loading/discharging to be the Owners' account. If the watchmen are customary or compulsory at loading/discharge or bunkering port then same to be the Charterers account.

Clause 96 TERMINATION

If any Event of Default as defined below arises under any one of the Charter Parties and whilst the same is continuing, the Owners shall have an option to terminate any one or more or all of the other seven Charter Parties at the same time or at each different time.

In the event of the termination, the Owners shall have a right to draw the Maximum Guarantee Amount to cover Owner's expected loss or damages due to such termination. (the way of agreeing expected loss and damages should be discussed and agreed in the details negotiation.)

In the event that the relevant time Charter Party of the relevant Vessel is terminated pursuant to 18 above, the Charterers shall be liable to compensate the Owners for damages due to such termination of such Charter Party by way of payment of a certain amount as liquidated damage (hereinafter called the "Termination Compensation"), which is calculated in accordance with the formula of A minus B: (A

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minus B shall not be negative figure.)

A = total of remaining charter hires which would be payable under such Charter Party during the rest of the charter period thereof should there be no such termination

B = the gross hire the Owners will be likely to earn on the Vessel in the remaining charter period as determined by a panel of three reefer brokers, one appointed by the Owners, one appointed by the Charterers and one appointed by the two first so appointed. If the panel are not able to agree on the likely earnings, the average of the earnings estimated by each member of the panel shall apply.

For the avoidance of doubt reasonable stand by or idle time before starting new charter, shall be considered as no earning period when determining the above gross hire on B.

Such Termination compensation should be agreed within thirty (30) days after the termination of time Charter Party.

Clause 97 ICE CLAUSE

(A) The vessel shall not be required to enter any port where lights or light-ships have been or are about to be withdrawn by reason of ice, or where there is risk in the ordinary course of things that, in the reasonable opinion of the Master, the vessel will not be able on account of the ice to safely enter the port or to get out after having completed loading or discharging.

Vessel is not to be forced to break ice but to follow an ice breaker from the edge of the pack ice (or other customary place) to the waiting area/anchoring position near pilot entrance and up to channel entrance and from anchoring position to berth. Same to apply when leaving berth/port. When approaching areas with drifting ice, Master to have the option to anchor/drift at night and proceed with daylight navigation.

(B) The vessel is applied and certified as Ice class with notation of NK-IB.

However, the Charterers are aware that only the vessel's hull, propeller and driveshaft have been modified / reinforced , all the other equipment including but not limited to refrigerating equipment, insulation of cargo compartment, mooring equipment and deck piping of the vessel have not been modified and have the same specification as those used on NON ICE CLASS Star First series vessels.

(C) In order to protect the equipment referred to in sub-article (B) above, Charterers and Owners have agreed to use their best endeavours and close communication to ensure safe and smooth operation of

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the vessel in ice at all times e.g. avoiding long stays in such ice zone and managing the situation so the vessel's hull/equipment/cargo is not damaged, especially in very cold conditions when there is a risk that the cargo may be damaged by the very cold air being circulated after CA operations. The owner is to exercise due diligence to prevent damage to cargo by adhering to the instructions contained in Charterers Ice Trading Manual.

Charterers' to arrange for customary port assistance including but not limited to ice breaker to clear ice-way from vessel's hull in port whenever ice is building up and may become a danger to the vessel in the sole opinion of the Master.

In the event that the vessel is declared by the Harbour Master as not being acceptable to enter the port Charterers are obliged to find an alternative safe port to discharge the cargo at their cost with no cost to be borne by the Owners.

In the event the vessel sails into an ice zone under ballast, it is the responsibility of the Charterers to ensure that the vessel carries at least 60% of her maximum bunker capacity. Owners to remain responsible for insurances and to give H&M insurers timely notice as per policy requirements of IWL breaches. Vessel's trading under this sub-article (C) to be always subject to the Owners' hull underwriter's agreement and if an additional premium, supported by a voucher from Japanese first class hull underwriter, is required it is to be for the Charterers' account. The Charterers shall be entitled to have the benefit of any discounts received by the Owners for such additional premiums.

(D) Should the vessel ( hull and/or equipment ) be damaged to the extent of affecting the Class due to vessel's ice trading under this clause and in the event the repairing cost for such damage(s) shall not be covered by Owner's insurance, such un-covered portion of the repair cost is to be equally shared by Charterers and Owners, and any time loss which may arise as a result of the vessel's ice trading under this Clause is to be equally shared by Charterers and Owners providing that the Master has followed all the previously agreed procedures for navigating in ice.

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